

PART I – THE SCHEDULE
SECTION D – PACKAGING AND MARKING

D.1 PACKAGING

All deliverable products under this contract shall be preserved, packed and packaged, in accordance with the Contractor's best commercial practices, so as to ensure arrival at the specified destination in an undamaged condition.

D.2 MARKING

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

- (a) FAA contract number and task order number under which the item is being delivered,
- (b) Contractor's name and address,
- (c) List of contents and
- (d) Name and routing symbol of the person to whom the deliverable is being sent.

D.3 F.O.B. DESTINATION

Unless otherwise specified in individual Notice of Training Requirement (NTR's), all Contractor deliverables shall be shipped F.O.B. destination to the Contracting Officer's Technical Representative (COTR) at the following address:

Contracting Officer's
Technical Representative: Federal Aviation Administration
ATX-100 (Sherri Cottle)
P.O. Box 25082
Oklahoma City, OK 73125

A transmittal copy of all deliverables addressed in Section C, which are not addressed to the Contracting Officer (CO), should be sent to the following address:

Contracting Officer: Federal Aviation Administration
AMT Contract Management Team (AMQ-340)
Attn: Ms. Chris Parrish
6500 South MacArthur Blvd, MPB Bldg, Room 369
PO Box 25082
Oklahoma City, OK 73125

PART I – THE SCHEDULE
SECTION D – PACKAGING AND MARKING

D.4 TRANSPORTATION/SHIPPING

If applicable, each NTR shall address specific transportation/shipping requirements related to the work effort.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.1 PAYMENT

The FAA Headquarters “Designated Billing Office” and “Designated Payment Office” is the Accounts Payable Branch, AFM-220, as listed below.

Federal Aviation Administration
 Financial Management Services Division (AMZ-110)
 6500 South MacArthur Boulevard
 PO Box 25710
 Oklahoma City, OK 73125

G.2 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor shall submit invoices no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth elsewhere in SECTION G. **The distribution of all invoices shall be concurrent.**

The contractor shall place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

Signature of Contractor's Authorized Representative

Date of Invoice"

The contractor shall deliver invoices in accordance with the following distribution:

Contracting Officer: Original invoice and two copies
 Federal Aviation Administration
 Attention: Chris Parrish, Contracting Officer, AMQ-340
 AMT Contract Management Team
 6500 South MacArthur Boulevard, MPB Bldg, Room 369
 PO Box 25082
 Oklahoma City, OK 73125

The Designated Billing Office: Original invoice and one copy
 Federal Aviation Administration
 Financial Services Division (AMZ-110)
 6500 South MacArthur Boulevard
 PO Box 25710
 Oklahoma City, OK 73125

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Contracting Officer's Technical Representative: One copy

Federal Aviation Administration

Attention: Sherri Cottle, COTR, ATX-100

P.O. Box 25082

Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable.

G.3 INVOICE INSTRUCTIONS

Under the one consolidated invoice, the Contractor shall have one invoice number with a breakout showing the CLIN and CLIN amount billed.

The Contractor shall maintain daily work records, showing all performed time in hours or fractions (to the nearest quarter hour spent in completing the Contractor's efforts) for which the bill is rendered.

In the event of questioned costs, the CO may withhold any amount in question due on any invoice until such time as the CO determines the validity of such costs.

At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material, with upward or downward adjustments in payments, as appropriate.

A final invoice with substantiating documentation shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

G.4 METHOD OF PAYMENT

Payments under this contract will be made by check or wire transfer through the Treasury Financial Communication System at the option of the Government. Payments will be made monthly, in arrears, in accordance with AMS 3.3.1-7, "Prompt Payment".

The Contractor shall forward the following information in writing to the Federal Aviation Administration, Financial Services Division (AMZ-110), 6500 South MacArthur Boulevard, PO Box 25710, Oklahoma City, OK 73125, no later than seven (7) days after receipt of notice of award:

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

1. Full name, title, phone number and complete mailing address of responsible official(s) to whom the check payments are to be sent and who may be contacted concerning the back account information requested below.
2. The following back account information is required to accomplish wire transfers:
 - a. Name, address and telegraphic abbreviation of the receiving financial institution,
 - b. Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System,
 - c. Recipient's name and account number at the receiving financial institution to be credited with the funds,
 - d. If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
 - (1) Address and telegraphic abbreviation of the correspondent financial institution and
 - (2) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

Any changes to the information furnished under this clause shall be furnished to the aforementioned address in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payment to erroneous addresses or bank accounts.

The document furnishing the information required in the preceding paragraphs must be dated and contain the signature, title and telephone number of the Contractor Official authorized to provide it, as well as the Contractor's name and contract number.

G.5 PAYMENTS

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month to the Contracting Officer or designee. The Contractor shall substantiate vouchers

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.6 CONSIDERATION OF PAYMENT

Payment shall be made in accordance with Clause G.5, “Payments” supplemented as follows:

- (1) The Contractor shall maintain daily work records showing all time spent providing the required services.
- (2) All work shall be performed utilizing those labor categories specified in Section B.
- (3) The Contractor shall be reimbursed for services for its personnel based on the rates established in Section B. These rates include all overhead, general and administrative costs, burdens and profits.
- (4) The Contractor shall be reimbursed for equipment and supplies necessary to complete work and other direct costs including but not limited to material associated with transportation in accordance with the Joint Travel Regulation, shipping costs, computer and consulting costs and excise taxes.

G.7 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

The Contractor shall use the following Government contacts and addresses for contractual matters regarding this contract:

FAA Contracting Officer:

Ms. Chris Parrish (405)954-7861
Federal Aviation Administration
AMT Contract Management Team
(AMQ-340)
6500 South MacArthur Boulevard
MPB Bldg, Rm. 369, PO Box 25082
Washington, DC 20591

FAA Contracts Specialist:

TBD

G.8 GOVERNMENT CONTACT FOR TECHNICAL ADMINISTRATION

The Contractor shall use the following Government contact and address for technical matters regarding this contract:

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

FAA Contracting Officer's
Technical Representative:

Sherri Cottle, (405) 954-2132
Federal Aviation Administration
ATX-100 (Sherri Cottle)
P.O. Box 25082
Oklahoma City, OK 73125

G.9 CONTRACTING OFFICER SUPPORT PERSONNEL

To assist the COTR, the Contracting Officer will designate a Field Technical Liaison Officer (FTLO) per each supported Air Traffic Facility wherein a Contract Site Supervisor (CSS) is assigned, unless in instances where unique circumstances exist. A listing of the supported Air Traffic Facilities is contained in Appendix 1 of Section C. The authority of the FTLO personnel will be delineated in a written designation signed by the Contracting Officer. In no event will a FTLO be empowered to change the contract scope of work, the price or the length of the contract. The Contracting Officer shall immediately be contacted for clarification, if a question arises regarding the authority of any person acting on behalf of the Contracting Officer

G.10 CONTRACTING OFFICER

The Contracting Officer (CO) has the overall responsibility for this contract. Only the Contracting Officer is authorized to take action on the behalf of the Government to modify the contract terms, conditions, requirements, specifications and delivery schedules.

Only the Contracting Officer has the authority to (1) direct or negotiate any changes in the contract, (2) modify or extend the contract period and (3) otherwise, change the terms and conditions of the contract. Any work undertaken without prior written consent from the Contracting Officer may be subject to non-payment.

It is the responsibility of the Contractor to notify the Contracting Officer immediately, if there is any appearance of technical or other direction that is, or may be, outside the scope of the contract. The Contractor shall immediately notify the Contracting Officer for clarification, when a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Change Page, Revision 1

G.11 FAA CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer shall designate the COTR to assist in monitoring the work under this contract. The COTR is the primary person responsible for the (1) technical administration of this contract, (2) technical liaison with the Contractor and (3) technical monitoring of this contract; and as such, shall be contacted regarding questions and problems of a technical nature.

The COTR is not authorized to change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms and conditions of the contract.

The performance of work required under this contract shall be subject to the technical direction and surveillance of the designated COTR. The COTR is not authorized to make any changes, which constitute work not within the general scope of this contract, changing any terms and conditions incorporated into this contract which constitute a basis for increase in the contract amount or extension of the contract period of performance, or change in the delivery schedule.

In no event will any understanding, agreement, modification, change order or other matter, deviating from the terms of this contract, be effective or binding upon the Government, unless issued by the Contracting Officer.

G.12 TECHNICAL DIRECTION

The Contractor shall only comply with technical direction issued by the official(s) designated in writing by the Contracting Officer. Technical direction, as used herein, means and is limited to any written direction, which fills in details, requires pursuit of certain lines of inquiry or otherwise serves, to accomplish the contract effort and which:

- a. Is within the scope of work set forth in the contract;
- b. Does not change any of the terms and conditions of the contract, of the specifications, drawings and materials referenced in said documents;
- c. Does not constitute a basis for any increase or decrease in the contract price or any change in the contract delivery schedule or period of performance and/or
- d. Is issued by an authorized official designated in writing by the Contracting Officer.

Prior to performing any work or incurring any cost, the Contractor shall express its concurrence that each such technical direction is in accordance with the above definition

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

of technical direction by endorsing such direction to the Contracting Officer. If the Contractor does not agree that the technical direction is as defined herein, the Contractor shall promptly notify the Contracting Officer, orally followed by a written response.

Within ten (10) calendar days after date of contract award, the Contractor shall submit to the Contracting Officer a list of company individuals who are authorized to endorse the written technical direction issued by the officials designated in writing by the Contracting Officer.

In addition, the Contractor shall be responsible for advising its employees concerning the requirements of this Section, and shall be fully liable for any costs or rework required because it failed to comply with this Section.

G.13 INTERPRETATION OR MODIFICATION

No verbal statement by any person and no written statement by anyone other than the Contracting Officer or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of the contract. All requests for interpreting or modification shall be made in writing to the Contracting Officer.

G.14 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence (except for invoices and deliverable items) submitted under this contract shall be subject to the following procedures:

Technical correspondence of a routine nature shall be addressed to the designated COTR.

Other correspondence, which proposed or otherwise involves waivers, deviations or modification to the contract requirements, terms or conditions, shall be addressed to the Contracting Officer, ASU-340, with a concurrent copy to the COTR.

All correspondence shall contain a reference line commencing with the contract number, and a subject line.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.15 AVAILABILITY OF FUNDS – AMS 3.3.1-10 (April 1996)

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

G.16 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be added via individual task orders.